

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OCT 7 2 30 PM '69

DILLIE FARNSWORTH
R. M. C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

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WHEREAS, I, PETER C. HEINTZ

(hereinafter referred to as Mortgagor) is well and truly indebted unto JOHN COTHRAN COMPANY, INC.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Three Thousand Seventy Eight and no/100-----

-----Dollars (\$ 3,078.00) due and payable

at the rate of \$65.00 per month beginning November 1, 1969 with payment applied first to interest and balance to principal.

With interest thereon from date at the rate of 8% per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, being known and designated as Lot 44 on the northern side of Longview Terrace, Forest Heights Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book "P", at Page 71 and having, according to said plat the following metes and bounds, to-wit:

Beginning at a point on the northern side of Longview Terrace, at the joint front corner of Lots 43A and 44 and running thence along the common line of said Lots N. 45-22 E. 118.7 feet to a point at the joint rear corner of said lots; thence N. 47-46 W. 125 feet to a point; thence to a point at the joint rear corner of Lots 44 and 45; thence continuing along the common line of said lots S. 20-44 W. 127.3 feet to a point at the joint front corner of said lot on Longview Terrace; thence continuing along Longview Terrace S. 59-25 E. 76 feet to the point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.